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75a0212c.doc	DVBE Participation Requirements/Instructions, Attachment 6, 14 Pages
75a0212d.doc	TACPA Preference Request (STD 830), Attachment 7, 2 Pages
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75a0212g.doc	Proposed Form of Agreement, Attachment 10, 19 Pages

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

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May 7, 2004

**REQUEST FOR PROPOSAL
Notice to Prospective Proposers
RFP Number 75A0212**

You are invited to review and respond to this Request for Proposal (RFP) Number **75A0212**, entitled **Develop and Implement Advertising and Promotional Campaign for San Joaquin and Pacific Surfliner Routes and Statewide Rail Safety Program**. In submitting your proposal, you must comply with the instructions found herein.

Note that all Contracts (Agreements) entered into with the State of California will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site www.dgs.ca.gov/contracts. If you do not have Internet access, a hard copy can be provided by contacting the contact person listed below.

In the opinion of the Department of Transportation, this RFP is complete and without need of explanation. However, if you have *questions, or should you need any clarifying information, the contact person for this RFP is:

Sharon Gin
Department of Transportation
Phone 916-227-6013
Fax 916-227-6155

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. See Section C 2 of this RFP for more details.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sharon Gin
Contract Administrator

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A) Purpose and Description of Services

1. Introduction

This Request for Proposal (RFP) solicits contractors' proposals for developing and implementing a comprehensive advertising and public relations program to promote ridership of State-supported intercity passenger rail services on the San Joaquin and Pacific Surfliner routes. In addition, the successful contractor shall be responsible for implementation of a statewide rail safety program designed to increase public awareness of rail safety issues.

2. Background

The California Department of Transportation (Department) contracts with Amtrak to provide intercity passenger services on two (2) corridors. The corridor services are supported by an extensive network of connecting motorcoaches marketed in conjunction with the rail services. The two (2) intercity services as well as the Capitol Corridor are described below.

Amtrak San Joaquins

The Amtrak San Joaquins provide rail service from Oakland, in the San Francisco Bay area, to Bakersfield by way of the San Joaquin Valley, and from Sacramento to Bakersfield via Stockton. There are currently four (4) round trips a day between Bakersfield and Oakland, and two (2) additional round trip trains connect Sacramento and Bakersfield via Stockton. An extensive connecting motorcoach system links the San Joaquins to Los Angeles, San Francisco, Sacramento and Redding, as well as coastal cities and the Amtrak Pacific Surfliner and Capitols.

The performance of the San Joaquins has improved significantly since the State began supporting the route in October 1979. Annual ridership figures for the San Joaquins for the last three (3) fiscal years are:

<u>2000/01</u>	<u>2001/02</u>	<u>2002/03</u>
710,833	733,152	769,708

The State's principal objectives on this route are to:

- Increase ridership and revenues.
- Increase revenue/cost (farebox) ratio.
- Increase frequency of service (including additional trains to Sacramento).
- Increase speeds and reduce train-running times.
- Improve the reliability (on-time performance) of trains.

Presently the State is funding track and signal improvements on the San Joaquin route designed to increase speeds, reduce running times and improve reliability and on-time performance.

Amtrak Pacific Surfliner

The Amtrak has operated passenger rail service -- then called the San Diegans-- between San Diego and Los Angeles since 1971. In 2000, the service was re-launched as the Pacific Surfliner with new equipment and service amenities. There are currently eleven (11) daily round trips between San Diego and Los Angeles, and twelve (12) on weekends. Four (4) of the Pacific Surfliner round trip trains extends north to Chatsworth, three (3) extend to Goleta just outside of Santa Barbara, and one (1) roundtrip continues to San Luis Obispo. In addition, there are connecting motorcoaches linking the Pacific Surfliner to surrounding cities and to other Amtrak trains.

Pacific Surfliner trains have historically enjoyed strong ridership and revenue. The service has experienced competition from commuter rail services on the corridor. Metrolink initiated commuter service from Los Angeles to Oceanside on the corridor in 1994. The Coaster service operating between San Diego and Oceanside began service in 1995. The Department and Amtrak have recently entered into a partnership program with Metrolink called Rail2Rail. Under this program, Amtrak and Metrolink will honor one another's tickets on specified route segments. The program has been a huge success and has increased overall ridership for both services. Pacific Surfliner ridership exceeded two (2) million passengers for the first time in the history of the service in Fiscal Year 2002/03.

Annual ridership figures for the Pacific Surfliner in each of the past three (3) fiscal years are:

<u>2000/01</u>	<u>2001/02</u>	<u>2002/03</u>
1,661,704	1,742,768	2,030,491

The State's principal objectives on this route are to:

- Increase ridership and revenues.
- Increase revenue/cost (fairbox) ratio.
- Increase frequency of service (including additional service to San Luis Obispo).
- Increase speeds and reduce train-running times.
- Improve the reliability (on-time performance) of trains.

Amtrak Capitols

Information about the Amtrak Capitols is provided as background to potential bidders. The route is part of the statewide Amtrak California network. The

Contractor shall not be responsible under the terms of the resultant contract for advertising and promotional activities on the Capitols route segment.

Amtrak Capitol Corridor trains operate between Auburn, Roseville, Sacramento, Oakland and San Jose. This service began December 12, 1991, with three (3) daily round trips between Sacramento and San Jose, and one (1) round trip a day extending to Roseville. The service was increased to four (4) round trips per day in April 1996. Connecting motorcoaches link the Capitols to San Francisco, Redding, Lake Tahoe, Monterey, Santa Barbara and selected cities in between. In January 1998, service to Roseville was extended to Colfax. In October 1998, a fifth round trip train was added to the Sacramento/Oakland schedule. A sixth round trip operating between Sacramento and Oakland was added in February 1999, and a seventh round trip was added a year later. Today (12) round trips operate on the corridor between Sacramento and Oakland during the week, with nine (9) round trips on the weekends.

Day-to-day operations of the Capitols are the responsibility of the Capitol Corridor Joint Powers Agency (CCJPA). The CCJPA administers its own budget for advertising and public relations. ***The potential Contractors shall not include funding in their Cost Proposal for advertising and promotional activities on the Capitol Corridor.***

3. Coordination

The Department's rail marketing and promotional efforts are coordinated with Amtrak. Amtrak contributes resources toward marketing California Amtrak intercity rail services and is considered a member of the marketing team. In addition, Amtrak operates five (5) long distance trains that originate/terminate in California: the Coast Starlight, the California Zephyr, the Southwest Chief, the Texas Eagle, and the Sunset-Limited. The Coast Starlight is included in Amtrak's Western Business Unit and occasionally shares promotional campaigns with the State supported intercity services. These campaigns are closely coordinated to avoid potential confusion for the traveler and advertising redundancy, and to maximize resources.

Amtrak contributes to advertising and promotional efforts on the Capitol Corridor consistent with its involvement in intercity rail activities. The selected Contractor shall coordinate with CCJPA staff in those instances where Amtrak, the Department and CCJPA undertake joint advertising and promotional activities.

In addition, the Department contracts for marketing research and evaluation services. The purpose of the research contract is to evaluate the effectiveness of State-supported Amtrak marketing efforts. The Contractor shall cooperate with and provide appropriate material to the research Contractor, and review and respond to research reports, as requested.

The Contractor shall also cooperate with the private sector and advertising/marketing efforts of other state agencies, as appropriate, to maximize marketing dollars and reach the greatest number of potential consumers.

4. Potential Legislative Impacts

Chapter 263 of 1996 (Senate Bill 457/Kelly) allows for transfer of operating authority of State-supported intercity passenger rail services to regional joint powers boards, if specific conditions are met. At this time, an Interagency Transfer Agreement between the CCJPA and the Department is in place. As noted above, the CCJPA administers its own advertising and public relations programs, often separate from the efforts undertaken by the Department for similar services.

There has been little effort on the part of the designated entities representing the San Joaquin and Pacific Surfliner regions to assume responsibility for the remaining two (2) services.

Should operating authority of State-supported passenger rail service be transferred to any regional board or authority in accordance with Chapter 263, the proposed contract shall be reduced by an amount equal to that corridor's public relations allocation, or a comparable amount negotiated with the regional board or authority.

5. Description of Work

Refer to the proposed form of Agreement, which is attached to this RFP as **Attachment 10 (Exhibit A)**.

B) Minimum Qualifications for Proposers

1. The advertising agency or its parent company must have been in business for a minimum of five (5) years.
2. If the proposal includes the use of a Media Buying House, the above five (5) year criteria also applies to the media buying firm.
3. The Department desires that the Proposer have completed a minimum of three (3) statewide advertising campaigns with an average annual gross media budget of not less than one and a half (\$1.5) million dollars.

C) Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Standard Time)
RFP available to prospective Proposers	5-7-04	
Desired Written Question Submittal	6-11-04	10:00 a.m.
Final Date for Proposal Submission	6-23-04	2:15 p.m.
Oral Interviews (Week of)	7-12-04	
Posting of Notice of Intent to Award	7-20-04	
BEP/Risk Assessment/Pre-Award Audit Findings	8-20-04	
Agreement Award	10-1-04	

2. Questions and Answers

- a) Questions regarding this RFP must be submitted in writing.
- b) Written questions should include the individual's name, firm name, complete address and must reference RFP No. 75A0212. It is desired that questions be submitted by **10:00 a.m.** on **June 11, 2004**. Questions should be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-67
Division of Procurement and Contracts
Attention: Sharon Gin
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this RFP from the Internet or who requested this RFP by calling the recorded bid line: (916) 227-6090. The Addendum is released when all of the questions have been addressed. Hard copy responses are disseminated by mail, and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, to get this RFP's schedule of events and dates. It is the responsibility of the Proposer to inquire about an expected Addendum if the Addendum is not received. Proposer can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Technical Proposal Requirements

An original proposal marked "ORIGINAL COPY" and **12** copies will be required for the Technical Proposal. Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a

Technical Proposal Table of Contents. Also see section C(5), **Submission of Proposal**, for submittal details.

a) Management

The prospective Contractor shall designate, by name, the Project Manager to be employed. The selected Contractor shall not cause the substitution of the Project Manager without prior written approval of the State.

b) Consultant Experience

1. The Contractor shall demonstrate experience in:

- Applying the findings of marketing research to identify the marketing target and design and execute advertising strategies to reach the desired goals.
- Creative development and production of print, radio, television, outdoor and direct mail advertising.
- Ad placement and media buys.
- Successful value added promotions in conjunction with media buys.
- Successful cooperative advertising promotions.
- Retail Marketing Campaigns.

2. The proposal must include a description, no longer than two (2) pages, of marketing activities that establish the length of time the advertising agency has been in business.

c) Work Plan and Work Schedule

The prospective Contractor shall provide a written description outlining how the agency will provide full service capability: account services, creative staff, media planners/buyers, production planning and execution, research and expert advice on key trends and issues in general marketing advertising. The prospective contractor shall develop a work plan and/or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. The work plan or schedule shall specify the estimated hours to accomplish each task.

d) Personnel

1. The prospective Contractor shall list all personnel who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The Contractor shall not cause members of the project team to be substituted without prior written approval of the State.

2. Contractor's Project Manager

The prospective Contractor shall identify one (1) individual on the Contractor's project team who will manage the contract work. Document overall experience in advertising accounts, with a minimum of five (5) years of service in this area. The Project Manager must be available to the Department as needed to effectively manage this contract.

3. Account Team/Resumes

The prospective Contractor must specify the project team and key personnel who will manage/conduct the work; describe the tasks each professional will perform and a summary of similar work performed; and a statement indicating how many hours each professional will be assigned to the contract. The prospective Contractor shall not substitute members of the project team without prior written approval of the State.

Current resumes must be attached for each person. Resumes shall provide education, experience and expertise with pertinent information demonstrating qualifications for this contract. Do not exceed two (2) pages per person.

4. Organization Chart

The prospective Contractor must submit an organization chart showing the hierarchy of key personnel assigned to this project. The organization chart must show the relationship between the Project Manager and key personnel of the proposer's organization, and all other parties, including subcontractors.

e) References

1. The prospective Contractor shall provide at least three (3) clients for whom the prospective Contractor has performed work similar to that proposed in this request. Each reference must have:

- Firm Name,
- Contact Name,
- Street Address,
- City, State, Zip Code,
- Telephone Number,
- Brief Description of Service provided,
- Service Dates, and
- the Service Value/Cost.

2. A one (1) page summary statement for each assignment shall be provided. In selecting these references, the prospective Contractor should focus on accounts upon which the personnel proposed for this contract have been employed.

f) Subcontracts

1. If subcontractors are to be used, the prospective Contractor must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. All subcontracts must be approved by the State, and no work shall be subcontracted without the prior written approval of the State. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled **Cost Proposal Requirements**. Any costs, either prime Contractor or subcontractor, stated in any way in the Technical Proposal will result in rejection of the proposal.
2. The prospective Contractor shall identify all proposed subcontractor(s) and identify which portions of service will be performed by subcontractor(s) and their ability to do the work. Following the format described above for the prospective Contractor, include descriptions of previous comparable work performed by the proposed subcontractor(s), three (3) references, and current resumes of subcontractor(s)' key personnel assigned to this task. Do not exceed two (2) pages per person.

g) Samples of Work

1. The prospective Contractor will submit examples of creative work by the person or persons who will service the Department's account. The examples should be of work produced within the past five (5) years. Samples of work should include:
 - Two (2) television ads on a single ½" VHS reel.
 - Two (2) radio ads on the same VHS reel.
 - Two (2) print ads (newspaper or magazine).
 - Three (3) outdoor ads (5"x7" or 8"x10" photos are acceptable).
 - Three (3) additional items (any medium) which illustrate the agency's unique creative strengths.

2. For each of the above, list the marketing objective, the target market, ad placement locations, the creative strategy, and the creative team, indicating persons who worked on the project and will be assigned to the Department's account.

h) Proposed Advertising Program Approach

This section shall illustrate how the prospective Contractor, based on present knowledge, would allocate resources and pursue the objectives to be met by the RFP. The prospective Contractor shall describe the overall approach to the work, specific techniques that will be used and specific administrative and operational management expertise that will be employed. The approach must include, but is not limited to, a draft advertising and media plan with rationale for recommendations, (see **Attachment 5, Criteria for Evaluation**, item IV, Contractor's Creative Samples) and a breakdown for production, labor, etc.) This proposed program approach shall cover the entire 24-month period of the contract.

i) Agency Location

The Contractor must certify in writing that an account supervisor will be present at the Department's Rail Division Marketing Branch office in Sacramento, CA at least two (2) days a month. No per diem or travel costs will be paid for the two (2) scheduled days per month spent in Sacramento.

j) Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
Contract No. 75A0212
Attachment 3
Page # of ##

- k) Brochures, tapes, drawings, etc. being submitted with Technical Proposals shall be clearly identified as to the name of the Proposer and the RFP number.

4. Cost Proposal Requirements

a) Cost Detail Format

1. The proposed work should be broken down into the outline in the Work Plan and Work Schedule (refer to Section C(3) above) for the purpose of this proposal. The resultant Agreement cannot exceed the budgeted allocations

of **\$5,000,000.00**. The Cost Proposal, and only the Cost Proposal, shall itemize all items that will be charged to the State including travel charges that will be involved and included in the bid amount. Costs shall be segregated to show actual salary costs including hours, rates, classifications, administrative overhead and fringe benefit expenses.

2. "Cost Proposals shall follow the format provided in **Attachment 1**. Cost Proposal information consists of: Cost Proposal and Preference Program Documents (See **Section D**, Preference Programs)."

b) Subcontracts

The breakdown of subcontract costs shall follow the same format.

c) Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents, and if applicable, the Small Business Preference Request form, DBE or DVBE forms and Target Area Contract Preference Act (TACPA), Enterprise Zone Act (EZA) and Local Agency Military Base Recovery Area ACT (LAMBRA) forms shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal

Agreement No. 75A0212

Attachment 1

Page # of ##

5. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures and must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no elaborate bindings: spiral binding, 3-hole punch, etc.).
- c) Responses to this RFP shall be submitted in **one (1)** sealed package/envelope:

Technical/Cost Proposal - Original and **12** copies: Technical Proposal, Cost Proposal, Proposal/Proposer Certification Sheet, and cost information (i.e., if applicable: DVBE, DBE, Small Business, LAMBRA, TACPA, EZA).

- d) Proposals must be submitted no later than **2:15 P.M., June 23, 2004**, and addressed as follows (reference C.1, Time Schedule):

Proposals received **after** this date and time will **not** be considered.

The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

<p align="center">SEALED PACKAGE/ENVELOPE</p> <p>Agency/Firm Name Address Agreement Number 75A0212 Develop and Implement Advertising and Promotional Campaign for San Joaquin and Pacific Surfliner Routes and Statewide Rail Safety Program TECHNICAL/COST PROPOSAL DO NOT OPEN</p>
--

Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.

- e) All proposals shall include the documents identified in this RFP's **Attachment 4, Required Attachment Checklist**. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- f) Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- g) Both Proposals (Technical and Cost Proposal) shall be packaged and mailed together. Label (as instructed below) and Mail or deliver package to the following location.

MAILED OR *DELIVER TO:

Department of Transportation, MS-67
 Division of Procurement and Contracts
 Attention: Sharon Gin
 1727 30th Street
 Sacramento, CA 95816

In the upper portion of the sealed mailing envelope, label outer package:

RFP 75A0212

Develop and Implement Advertising and Promotional
 Campaign for San Joaquin and Pacific Surfliner Routes and
 Statewide Rail Safety Program

Firm Name: _____

DO NOT OPEN

* If your proposal is hand delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- h) Each prospective Contractor's Technical Proposal will be reviewed to determine if it meets the proposal requirements contained in the section **Technical Proposal Requirements** (above – page 7 through 11). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
- i) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
- j) Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- k) Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet, **Attachment 3**. The signature must indicate the title or position that the individual holds in the firm.

The proposer's proposal shall be rejected if the Proposal/Proposer Certification Sheet is not signed.

- l) A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- m) A Proposer may withdraw its proposal by submitting a written withdrawal request to the State that is signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n) The Department of Transportation may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on the Department's website: www.caltrans-opac.ca.gov/contract.htm.
- o) The State reserves the right to reject all proposals.
- p) Proposers are cautioned to not rely on the State during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- q) Where applicable, Proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- r) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future procurements.

6. Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFP.
- b) The State will evaluate each proposal to determine its responsiveness to the State's needs. Technical Proposals, Cost Proposals, and Oral Presentations will be rated by an evaluation committee using a consensus process (DOT's RFP Evaluation Standards and Procedures) for determining final scores.
- c) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Proposer, may be rejected.
- d) An evaluation committee will evaluate those Proposals that meet the proposal submission requirements. The evaluation will be based on the criteria shown on **Attachment 5, Criteria for Evaluation**. The highest combined score will be awarded the contract.
- e) Small business or microbusiness proposers (SB) shall be granted a five percent preference (to a maximum of \$50,000) of the cost component received from the highest scored proposal (if non-certified SB). The preference will be used as the evaluation amount to apportion cost points only.
- f) The proposal evaluation will be a combined evaluation of the Technical Proposal, Cost Proposal, and an Oral Presentation. Proposers will be contacted to schedule a date and time for the oral presentation. Evaluations will be based on **Attachment 5, Criteria For Evaluation**. It is anticipated that oral presentations will be held in the **City of Sacramento**.
- g) The Agreement will be awarded to the Proposer with the highest combined score who meets the requirements outlined in this RFP, pending approval (if applicable) by the Department's Business Enterprise Program, of that proposal's satisfactory compliance of the DVBE requirements, and approval of any applicable Preference Programs set forth in this RFP.
- h) The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State and the Contractor is notified by the Contract Manager to begin work.
- i) In the event of a precise tie, lots will be drawn, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

i) Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the Contractor satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in the Department's judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

1. At the time of the pre-award audit, the prospective Contractor must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the Contractor must have an accounting system that meets the following objectives:
 - a. The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31.
 - b. The ability to accumulate and segregate reasonable, allocable and allowable costs through the use of a cost accounting system.
 - c. A system of record keeping ensuring that costs billed to the Department of Transportation will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - d. Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
 - e. A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.
2. The prospective Contractor must be financially capable of performing the work.

3. The costs proposed must be reasonable.

7. Award and Protest

- a) Notice of the proposed award shall be posted at the Department of Transportation, 1727 30th Street, Sacramento, 95816 (1st floor Lobby display case), and on the following Internet site: www.caltrans-opac.ca.gov/bidchoic.htm for five (5) working days prior to awarding the Agreement.
- b) Proposers have the right to protest the award of Department of Transportation Agreements subject to the following grounds, processes and procedures.
1. If any Proposer, prior to the award of Agreement, files a protest with the Department of Transportation and the Department of General Services, Office of Legal Services, on the grounds that the (protesting) Proposer would have been awarded the Agreement had the Agency correctly applied the evaluation standard in the RFP, or if the Agency followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. It is suggested that you submit any protest by certified or registered mail to:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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2. Within five (5) days after filing the initial protest, the protesting Proposer shall file with the Department of General Services, Office of Legal Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. It is suggested that you submit this complete written statement by certified or registered mail.
- c) Upon award of the Agreement, Contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the Department.

- d) Upon award of the Agreement, Contractor must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or the form can be obtained via the Internet at www.dgs.ca.gov/contracts.

8. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you copyright any proprietary material submitted.

9. Standard Conditions of Service

- a) Service shall be available no sooner than the express date set by the Department of Transportation and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second lowest Proposer or by another Contractor.
- b) All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- c) The State does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC 304 may be viewed at Internet site www.dgs.ca.gov/contracts.
- d) No oral understanding or agreement shall be binding on either party.

D) Preference Program(s)

The following Preference Program(s) are applicable to this RFP.

1. Disabled Veteran Business Enterprises (DVBE)

The goal is 3%. See **Attachment 6** to complete the required forms and for further detailed information concerning DVBE requirements; complete Section 16, **Attachment 3** (Proposal/Proposer Certification Sheet); and, attach a copy of your certification. This project is subject to Public Contract Code 10115, et seq. which requires State funded Agreements to have a participation goals of 3% for DVBE, expressed as percentages of the total dollar value of the Agreement for DVBEs participating in this Agreement. These goals apply to the overall Agreement dollar amount expended each year by the Department of Transportation. Failure to provide detailed cost breakdowns and any required DVBE information in the Cost Proposal **will be cause for rejection** of the proposal.

Additional References: <http://www.pd.dgs.ca.gov>

2. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, **Attachment 3** (Proposal/Proposer Certification Sheet) and attach a copy of your certification (See Attachment 3).

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five percent preference be given to proposers who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Small business or microbusiness bidders shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

3. Target Area Contract Preference Act (TACPA), Enterprise Zone Act (EZA) preferences and Local Agency Military Base Recovery Area Act (LAMBRA):

If the prospective Contractor is claiming the TACPA, EZA preferences and/or LAMBRA, submit the attached TACPA, EZA and LAMBRA Preference Request forms as numbered pages in the Cost Proposal. Refer to **Attachments 7, 8, and 9**.

Additional References:

- <http://www.pd.dgs.ca.gov/disputes/default.htm>

ATTACHMENT 1

COST PROPOSAL

DIRECT LABOR	HOURS	RATE	TOTAL
Project Manager	_____ @	_____	\$ _____
Account Personnel	_____ @	_____	\$ _____
Creative Personnel	_____ @	_____	\$ _____
Media Buyer	_____ @	_____	\$ _____
Total Labor Costs			\$ _____

DIRECT COSTS

Advertising Production	\$ _____
Gross Media Buys	\$ _____
Agency Fee on gross media buys (Not to exceed 10%)	\$ _____
Travel/Equipment/Supplies	\$ _____
Other Direct Costs (Itemized)	\$ _____
Total Direct Costs	\$ _____

INDIRECT COSTS

Overhead	_____ %	\$ _____
Fringe Benefits	_____ %	\$ _____
General/Administrative	_____ %	\$ _____
Total Indirect Costs		\$ _____

Total Subcontractor Costs* **\$ _____**

*(attach detailed cost proposal in same format for each subcontractor)

TOTAL COSTS **not to exceed \$5,000,00.00**

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-304**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California

Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 3**PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed by an official authorized to bind the Proposer contractually, and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

1. Our all-inclusive Cost Proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
2. **I certify that this proposal is a firm offer for a 90-day period.**
3. Place all required attachments behind this certification sheet.
4. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
5. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
Shall Be Cause For Rejection of Proposal**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 4**ATTACHMENT CHECK LIST**

A complete Proposal package will consist of the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, for your Proposal to be responsive. **Return this checklist with your Technical Proposal package.**

NOTE: Return this Checklist with the Technical/Cost Proposal package.

Attachments**Attachment Name/Description**

_____	Technical Proposal as stated in this RFP (This shall be incorporated in to the contract as Attachment 3)
_____	Attachment Check List (RFP Attachment 4)
_____	Contractor Certification Clauses (CCC 304). The CCC 304 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the Agreement. (RFP Attachment 2)
_____	Proposal/Proposer Certification Sheet (RFP Attachment 3)
_____	Cost Proposal (RFP Attachment 1)
_____	Disabled Veteran Business Enterprise (DVBE) Participation Forms: STD. 840, DVBE Participation Goals and Verification and STD. 840A, DVBE Good Faith Effort Documentation , and all necessary attachments. (RFP Attachment 6)
_____	Target Area Contract Preference Act (TACPA) (Attachment 7)
_____	Enterprise Zone Act (EZA) (RFP Attachment 8)
_____	Local Agency Military Base Recovery Area (LAMBRA) Act (RFP Attachment 9)

ATTACHMENT 5**CRITERIA FOR EVALUATION**

Technical Proposal Evaluation:	Maximum Possible Score (Weighted Score)	Consensus Determination - %	Score
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I. CONTRACTOR'S UNDERSTANDING OF THE RAIL PROGRAM AND OBJECTIVES

A. Demonstrated knowledge of intercity passenger rail service in California	5		
B. Demonstrated understanding of the State's and Amtrak's roles in providing passenger rail service	3		

NARRATIVE**II. CLARITY AND ORGANIZATION OF PROPOSAL RESPONSE**

A. Clarity of Proposal	2		
B. Organization of Proposal	2		
C. Conciseness of Proposal	2		

NARRATIVE**III. CONTRACTOR QUALIFICATIONS AND EXPERIENCE (includes subcontractors)**

A. References	3		
B. Resumes	3		
C. Consultant Team Organization	3		
D. Experience with statewide retail campaigns	5		

NARRATIVE**IV. CONTRACTOR'S SAMPLES OF WORK**

A. Relationship to Purpose and Objective	3		
B. Creativity	5		

NARRATIVE**V. CONTRACTOR'S PROPOSED ADVERTISING PROGRAM APPROACH**

A. Allocation of Resources	6		
B. Sample Plan	6		
C. Rationale	6		
D. Approach to reach stated objective	6		

NARRATIVE**Subtotal****60**

CRITERIA FOR EVALUATION

Cost Proposal Evaluation:	Maximum Possible Score (Weighted Score)	Consensus Determination - %	Score
VI. LABOR COSTS			
A. Personnel to service account	4		
B. Personnel hours	4		
C. Cost / hour	4		
D. Subcontractor costs	4		
E. As a percentage of total budget	4		

NARRATIVE

VII. DIRECT COSTS			
A. Gross media as a percentage of total budget	10		
B. Advertising production costs	5		
C. Agency commission on gross media	5		
D. Travel / Equipment / Supplies / Other	5		
E. As a percentage of total budget	5		

NARRATIVE

VIII. INDIRECT COSTS			
A. Overhead Rate	5		
B. Fringe Benefits	5		
C. Administrative Costs	5		
D. As a percentage of total budget	5		

NARRATIVE

IX. OVERALL COST COMPETITIVENESS COMPARED TO ALL PROPOSERS			
A. includes profit % (fee) and final total cost	30		

NARRATIVE**Subtotal****100**

CRITERIA FOR EVALUATION

Oral Presentation Evaluation:	Maximum Possible Score (Weighted Score)	Consensus Determination - %	Score
X. COMPLETENESS OF ANSWERS TO QUESTIONS REGARDING THE PROPOSED WORK PLAN			
A. Professionalism of personnel assigned to the account.	10		

NARRATIVE

XI. QUALITY OF PROPOSED STRATEGIES AND WORK SAMPLES			
A. Including thinking behind strategies	10		

NARRATIVE

XII. RESPONSES TO QUESTIONS REGARDING AGENCY / CLIENT PHILOSOPHY AND POLICIES			
	10		

NARRATIVE

XIII. QUALITY AND VARIETY OF CREATIVE CONCEPTS			
	10		

NARRATIVE**Subtotal 40****GRAND TOTAL 200**

Note to Bidders:

The following 19 pages represent a sample of the Agreement that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact identified for this RFP.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

(Revision Date 02/02/2004)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state Agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The **minimum DVBE participation percentage is 3% for this solicitation.**

INTRODUCTION. The bidder/proposer must complete and document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to fully document one of the DVBE program requirement options shall be considered non-responsive and ineligible for award.**

All information submitted by the bidder/proposer to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, with this information, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and contract cancellation.

Only State of California, Office of Small Business and DVBE Certification, certified DVBEs who are domiciled in the State of California and who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Effective January 1, 2004, the certified DVBE companies must perform a **commercially useful function** to be eligible for award. The criteria and definition for performing a "**Commercially Useful Function**" are contained on page 6, entitled **Resources & Information**. Bidders and proposers are encouraged to verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

NOTE: A common error bidders/proposers make is to state that no subcontractors are needed and goals are not applicable offering that all the work can be done by the bidder/proposer with its own resources. Bidder/proposers are warned that this is **not** an option if your bid is to be deemed responsive.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder/proposer responsibilities, and requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below. Bidder/proposers are responsible for thorough review and compliance with these instructions. Complete and document your option selection on the attached form, STD. 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

NOTE: The attached STD. 840 form replaces the previously used form ADM-227S.

To meet the DVBE program requirements, bidder/proposer must complete and fully document at least one of the following compliance options:

Option A - Commitment to full DVBE participation - For a bidder/proposer who is a DVBE or who is able to meet the commitment to use certified DVBE(s) to fulfill the full DVBE participation goal.

Option B - Good Faith Effort - For a bidder/proposer documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

Option C - Business Utilization Plan - For a bidder/proposer using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and Information Technology.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidder/proposer must document DVBE participation commitment by completing and submitting the attached STD. 840. Failure to complete and submit STD. 840 (Page 1) as instructed shall render your bid non-responsive in which case the **bid will be rejected**.

Prior to the award of the Agreement, the bidder/proposer must provide a written confirmation from each DVBE that it is participating in the Agreement as provided in the bidder/proposer's STD. 840 (i.e. DVBE's bid/proposal/quote is acceptable). The written confirmation will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The written confirmations are to be attached to the STD. 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder/proposer:

- a. Commit to performing at least 3% of the Agreement's bid amount with your firm or in combination with another DVBE(s).
- b. Document DVBE participation on STD. 840 (Page 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder/proposer working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation of the DVBE(s) identified in its bid on the STD. 840. Failure to submit the written confirmation as specified will be grounds for bid rejection.

Method A2. Non-DVBE bidder/proposer:

- a. Commit to using certified DVBE(s) for at least 3% of the bid amount.
- b. When a bidder/proposer commits to less than the required 3% DVBE participation or its commitment may fall below 3%, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD. 840 (Page 1) and attach a copy of each DVBE's certification.
- d. Prior to Agreement award, a bidder/proposer is to submit proof of their commitment by submitting a written confirmation of each DVBE identified in its' bid's STD. 840. The Department of Transportation official will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder/proposer's submitted DVBE information. Failure to submit the written confirmation as specified will be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied **prior to bid submission** if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840, shall result in your bid being deemed non-responsive in which case the bid will be rejected. Step 3, Advertisement, is required unless specifically waived by the Department for this solicitation due to imposed time limits.

Step 1: Awarding Department (PCC §10115.2(b)(1))

Contact the Department of Transportation, Civil Rights, Business Enterprise Program (BEP) by accessing its' web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights, at (916) 324-8760, or you may contact the Department's DVBE Specialist at (916) 324-8384. You must fully document this contact and describe the results on STD. 840 (Page 2). Be sure to include a copy of your dated response or BEP web page in your Good Faith Effort documentation to show compliance with Step 1.

Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2(b)(2))

STATE: Contact the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Certification (OSDC), to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services and then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the "Certified Firm Listing", the "Certified Firm Detailed Information" page(s), or the cover page of the "Directory of Certified DVBEs" to document your contact with DGS.

FEDERAL: Search the Central Contractor Registration (CCR) on-line database (previously Pro-Net) at <http://www.ccr.gov/> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. All of the search options and information that existed in PRO-Net will now be found at the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the Web search page, and any other documents to document your contact with the Small Business Administration (SBA).

LOCAL: Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD. 840 (Page 2). Attach documents to support your contacts with the local organizations, indicating the date of contact, the nature of the request, and the results of the contacts. (Letters, emails, fax transmittals along with proof of submittals, are acceptable.)

Step 3: Advertisements (PCC §10115.2[b][3])

Advertisements are mandatory unless waived by the Department of Transportation.

☒ The requirement to advertise for the purpose of identifying potential DVBEs is waived.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidder/proposers must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, section 1896.61(k)), in which case one (1) ad is acceptable in lieu of the two mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Pursuant to CCR section 1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD. 840 (Page 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy of the advertisement(s) and copy of the publication affidavit(s) with your bid/proposal.

Step 4: Invitations to Participate (PCC §10115.2[b][4])

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you choose potential DVBEs subcontractors/suppliers to contact. Bidder/proposers are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Non-California-certified DVBEs are not eligible** -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the Department's solicitation. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder/proposer with responses for consideration. The State encourages bidder/proposers to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them.

HOW TO INVITE & CONTENT REQUIREMENTS: **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

WHEN: Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Section b (below), prior to your bid/proposal submission.

DOCUMENT & SUBMIT: Bidder/proposers must document the completed contacts on STD. 840 (Page 1), Section A. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid/proposal shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5: Consider all responding DVBEs for Agreement participation.

CCR §1896.61 (d) "The term 'considered' as used in section 10115.2(b)(5) of the Public Contract Code means that the bidder made a bona fide effort to carry out all actions with regard to DVBEs specified in section 10115.2(b)(1-5)(except section 10115.2(b)(3) of the Public Contract Code when the awarding department has waived the advertising requirements of section 10115.2(b)(3) of the Public Contract Code in the solicitation), and reviewed DVBE responses and carefully evaluated and documented the reasons for not selecting such potential subcontractors. The bidder must consider all responding subcontractors for a specified service based upon the same information and evaluation criteria."

Consideration must be based on business needs for this Agreement and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document using STD. 840 (Page 1), Section A, any firm(s) selected for participation; or, if not selected, the reason for non-selection. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidder/proposers to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide Agreement dollars with DVBEs -- this percentage is based on all of its Agreements in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidder/proposers choosing this option must properly complete and submit STD. 840 (Page 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive, in which case the bid will be rejected.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the Department of Transportation contracting official.** In accordance with Public Contract Code Section 10115.2(b)(3), bidder/proposers must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidder/proposers in meeting these Agreement requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA): Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: <http://www.ccr.gov/>.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:
List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)
707 Third Street, Room 400, West Sacramento, CA 95605
Website: <http://www.pd.dgs.ca.gov/smbus>
24-hour automated information & document requests: (916) 322-5060
Receptionist: (916) 375-4940
Fax: (916) 375-4950

FOR:

- Directory of Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns

DGS-PD Office of Small Business and DVBE Outreach and Education
707 Third Street, 2nd Floor, West Sacramento, CA 95605
Voice, 8 am—5 pm: (800) 559-5529
Fax: (916) 375-4597

FOR:

- DVBE Program Participation Requirements
- DVBE Program Info. and Statewide Policy
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

ADVERTISEMENT FORMAT EXAMPLE:

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to

***DGS' IFB No. 12345 for
fencing materials in Chowchilla.
DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.***

Contact: ***ABC Company
Jane Doe, General Manager
123 Main Street, Sacramento, CA
95814
voice: 555/555-5555; fax: 555/555-5556
or e-mail: jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the Agreement requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

Substitution of Proposed DVBE

After Agreement award, the successful Contractor must use the DVBE or non-DVBE Subcontractors and/or Suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Department of Transportation's (Department) Contract Manager. No substitutions are to be made without receipt of prior written approval from the Department's Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by the Department.

At a minimum, the Contractor's substitution request must include

- a) a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use.
- b) a written description of the substitute business enterprise, include their business status as a:
 - sole proprietorship, partnership, corporation or other entity, and
 - the firm's DVBE certification status, if any.
- c) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

Prior to the approval of the prime Contractor's substitution request, the Department's Contract Manager must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Department's Contract Manager must be sent to the Department's Contracts Office. The notice must:

- a) give the reason the prime Contractor is requesting substitution of the listed Subcontractor;
- b) give the listed Subcontractor five working days to submit a written objection to the Department's Contracts Office and copies to the Department's Contract Manager;
- c) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
- d) the notice shall be served by certified or registered mail to the last known address of the listed Subcontractor.

If written objections are filed by the listed Contractor, the Department's Contract's Office, will render a written decision. The Department's Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by the Department on the prime Contractor's request for substitution.

The Department may consent to the substitution of another Subcontractor in any of the following situations:

- When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Contractor.
- When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.

- When the listed Subcontractor fails or refuses to perform his or her Subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor.
- When the prime Contractor demonstrates to the Department, or its duly authorized Officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
- When the Department's or its duly authorized officer or the Department's Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.

The request for substitution and the State's approval or disapproval is **not** to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act (PCC §4100 et seq.) or any other Agreement requirements relating to the substitution of Subcontractors.

Failure to adhere to the DVBE participation in the performance of the Agreement as proposed by the successful bidder/proposer may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

DVBE/Participation

For the purposes of this DVBE participation requirement, the following apply:

- a) A DVBE firm may participate as a prime Contractor, Joint Venture Partner, Subcontractor or Supplier of materials or supplies.
- b) Any bid amount proposed for DVBE participation can only be counted once. That is, any further Subcontracting or spending of DVBE designated bid amounts to another DVBE Subcontractor/Supplier will not count toward meeting the Agreement goal. Moreover, any part of a DVBE-designated bid amount for any other Subcontractor involved in the same bid (suppliers are acceptable) will not count toward meeting the Agreement goal.

Agreement Audits

Agreement audit requirements and record retention requirements are covered under provisions in the proposed form of Agreement.

Frequently Asked Questions:

Question If I am awarded the Agreement, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

Answer Yes, unless you have requested and received prior written approval in writing for substitution in writing from the Department Contract Manager.

Question What happens to bids considered non-responsive to the DVBE Participation Program requirements?

Answer Non-responsive bids are rejected. Many are rejected because of:

- incomplete documentation;
- documentation not received by the bid due date;
- mathematical error related to the percentages;
- basing goal attainment on workforce composition.

Question If I am a Disabled Veteran Business Enterprise, can I meet the Agreement goal as a single company?

Answer Yes.

Question If my submitted bid meets the Agreement goal and the State decides to make multiple awards to the bid/Agreement, could my bid be considered non-responsive?

Answer No, the State's decision to make multiple awards will not disregard bid compliance.

Question If I meet the goal, should I also complete and submit the Good Faith Effort Documentation form?

Answer Yes. If a DVBE listed for goal attainment is disqualified and the removal results in not meeting the advertised goal, failure to complete and provide the "good faith effort" documentation form will result in an automatic rejection of the bid. Some examples of disqualification are: (a) DVBE prime contractor was not certified by the solicitation due date; (b) a DVBE subcontractor was not certified by the solicitation due date; or (c) the bidder/proposer made a mathematical error resulting in failure to meet the goal.

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 4-1-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.** Complete STD. 840, Section A.

☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**

Complete STD. 840, Section A (for GFE Steps 4 & 5) and STD. 840 (REVERSE), Section B (for GFE Steps 1–3).

☐ **OPTION C – I submit a copy of my firm’s “Notice of Approved DVBE Business Utilization Plan.”**

A. Full information must be provided.

For Agreement participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE’s tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD. 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid/proposal.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)				
		DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)		
		Street Address, City, State, and Zip Code					
		OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
			Specific Goods and/or Services	Estimated \$ and/or % \$	Tier %		
			<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				
		BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name		
				DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
				Street Address, City, State, and Zip Code			
OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:						
	Specific Goods and/or Services			Estimated \$ and/or % \$	Tier %		
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:						

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Page 2, Section B to continue Good Faith Effort documentation ➡

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

B Documentation of Good Faith Effort Steps 1, 2, and 3—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date Contacted / /	Contact Name	Telephone Number () - ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.ccr.gov/	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - http://www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - http://www.
Describe Result			

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /
Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (Rev. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

- ☐ STD. 840 included with bid
 - ☐ DVBE Written Agreement(s)
 - ☐ Designated the Commitment Option – Checked the first box
 - ☐ Listed at least one California certified DVBE subcontractor
 - ☐ Checked the box(es) for “Yes...”
 - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
 - ☐ Proposed DVBE Agreement performance is a “commercially useful function” relevant to the Agreement
 - ☐ Listed the estimated dollar amount and/or percentage of Agreement for the DVBE's participation
 - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
 - ☐ Attached a copy of the DVBE's certification letter from the Department of General Services
-

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD. 840 included with bid
 - ☐ Designated the GFE Option – checked the second box
 - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed Agreement
 - ☐ Confirmed that listed DVBEs are California certified and verified certification expiration date
 - ☐ Attached copies of the invitations sent to the listed DVBEs
 - ☐ Invitations included the required contact information
 - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
 - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
 - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
 - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
 - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database and noted the results
 - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
 - ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
 - At least 2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication
 - Attached a copy of the advertisement(s) and affidavit(s) of publication
 - The advertisement(s) were published at least 14 days prior to the bid date
 - The advertisement(s) included my required contact information
-

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
 - ☐ STD. 840 included with bid
 - ☐ Designated the BUP Option – Checked the third box
 - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

SECTION 1: SOLICITATION INFORMATION

Target Area Contract Preference Act (TACPA) Request

This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

See reverse for program description & instructions for completing this form.

Bid Number
75A0212
Agency/Dept.
Department of Transportation

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate those firms for which the Bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
Block Number	Tract Number	Criteria (A-F)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
Block Number	Tract Number	Criteria (A-F)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
Block Number	Tract Number	Criteria (A-F)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
Block Number	Tract Number	Criteria (A-F)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
BlockNumber	Tract Number	Criteria (A-F)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
Block Number	Tract Number	Criteria (A-F)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference		
Block Number	Tract Number	Criteria (A-F)

SECTION 3: REQUEST FOR 1%-4% WORKFORCE PREFERENCE	TOTAL LABOR HOURS ESTIMATED
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- ☐ I request a 1% preference for hiring eligible persons to perform 5-9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10-14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15-19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

SECTION 4: CERTIFICATION

I hereby certify, under penalty of perjury, that (1) the bidder is a California-based company as defined in the TACPA regulations, (2) at least 50% of the labor hours required to manufacture the goods, and to perform a contract for goods or 90% of the labor hours required to perform a contract for services shall be performed at the eligible distressed area worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons with a high risk of unemployment to perform the required contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the TACPA statute is subject to penalties, fines, and possible loss of State contracting eligibility.

Bidder's Signature		Printed or Typed Name	
Title	Area Code and Phone Number	Date Executed	

Target Area Contract Preference Act (TACPA) Request

STD 830 (New 5/99)

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations

TACPA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allow state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services are performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1%-4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed

For more detail, see California Government Code, Section 4530 et seq., and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

In addition to TACPA, the State has other bidding preference programs for which you might qualify:

EZA - Enterprise Zone Act (up to a 9% bidding preference).

LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference).

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA, or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference, (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 375-4609 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for Completing “Target Area Contract Preferences Act (TACPA) Request” on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be

subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Track and Block Numbers: See instructions above on how to obtain tract and block numbers.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled, “Total Labor Hours Estimated.”

Criteria

A. The firm is located in a California eligible distressed area.

B. The firm will establish a worksite in a California eligible distressed area.

C. MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter “C”, you must attach a map showing the relationship of the requested area to the distressed area.

D. MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter “D”, you must attach a map showing the relationship of the requested area to the distressed area.

E. GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.

F. GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter “F”, you must attach a map showing the relationship of the requested area to the distressed area.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The bidder must complete and sign the Certification.

State of California STD 831 (New 5/99)

SECTION 1: SOLICITATION INFORMATION

Bid Number 75A0212
Agency/Dept. Department of Transportation

Enterprise Zone Act (EZA) Preference Request

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation

See reverse for program description & instructions for completing this form

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)		
Street Address	City	State	Zip Code	Labor Hours Estimated

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

Complete if requesting Worksite Preference	
Enterprise Zone Name	Criteria (A-C)

SECTION 3: REQUEST FOR 1%-4% WORKFORCE PREFERENCE

TOTAL LABOR
HOURS ESTIMATED

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- ☐ I request a 1% preference for hiring eligible persons to perform 5-9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10-14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15-19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California-based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are eligible enterprise zone employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

Bidder's Signature		Printed or Typed Name	
Title	Area Code and Phone Number	Date Executed	

State of California

Enterprise Zone Act (EZA) Preference Request

STD 831 (New 5/99)

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allow state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1%-4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you may qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference).
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference, (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for Completing “Enterprise Zone ACT Preference Request” on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm’s role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Enterprise Zone Name: See instructions above on “How to Identify Enterprise Zone Locations”.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled “Total Labor Hours Estimated.”

Criteria:

A. The firm is located in a designated California enterprise zone.

B. The firm will establish a worksite in a California designated enterprise zone.

C. GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The bidder must complete and sign the Certification.

SECTION 1: SOLICITATION INFORMATION Local Agency Military Base Recovery Area (LAMBRA) Preference Request

Bid Number
75A0212
Agency/Dept.
Department of Transportation

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation

See reverse for program description & instructions for completing this form.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate those firms for which the Bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

Name of Firm		Firm's role in this bid (examples: Bidder, Manufacturer, Shipper, etc.)			
Street Address	City	State	Zip Code	Labor Hours Estimated	

Complete if requesting Worksite Preference	
Military Base Recovery Area Name	Criteria (A-C)

SECTION 3: REQUEST FOR 1%-4% WORKFORCE PREFERENCE	TOTAL LABOR HOURS ESTIMATED
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- ☐ I request a 1% preference for hiring eligible persons to perform 5-9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10-14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15-19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California-based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the LAMBRA statute is subject to penalties, fines and possible loss of State contracting eligibility.

Bidder's Signature		Printed or Typed Name	
Title	Area Code and Phone Number	Date Executed	

State of California

Local Agency Military Base Recovery Area (LAMBRA) Preference Request

STD 832 (New 5/99)

Program Description

The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRAs by offering bidding preferences on qualified solicitations

The LAMBRA Act provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state solicitations for goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.

LAMBRA allow state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1%-4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98).

To request workforce preference, the bidder must first identify an eligible worksite.

LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896, 100 et seq.

Other Bidding Preference Programs

In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)

EZA - Enterprise Zone Act (up to a 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of TACPA, EZA, or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference, (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify LAMBRA Locations

Contact the State Trade and Commerce Agency at (916) 324-8211.

Instructions for Completing “Local Agency Military Base Recovery Area Preference Request” on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Military Base Recovery Area Name: See instructions above on “How to Identify LAMBRA Locations”.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled, “Total Labor Hours Estimated.”

Criteria

A. The firm is located in a designated California designated LAMBRA.

B. The firm will establish a worksite in a California designated LAMBRA.

C. GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The bidder must complete and sign the Certification.

ATTACHMENT #10
Sample Standard Agreement

AGREEMENT NUMBER 75A0212
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

Note to Bidders:

The following **19** pages represent a sample of the Agreement that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact identified for this RFP.

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 Pages
Exhibit B – Budget Detail and Payment Provisions	4 Pages
Exhibit C* – General Terms and Conditions (GTC 304)	
Exhibit D - Special Terms and Conditions	9 Pages
Exhibit E – Additional Provisions	1 Page
Attachment 1 - Cost Proposal	_ Pages
Attachment 2 – Contractor Certification Clauses	4 Pages
Attachment 3 - Technical Proposal	_ Pages
Attachment 6 - Disabled Veteran Business Enterprise (DVBE) Participation Goals and Verification	4 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Contract Officer

ADDRESS

1727 30th Street
Sacramento, CA 95816

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. The work to be performed under this Agreement shall be in accordance with the Contractor's Technical Proposal entitled (NAME) dated (DATE), **Attachment 3**, the revision thereto dated (DATE), the Contractor's Cost Proposal dated (DATE), **Attachment 1**, and the Scope of Work in this Agreement. The proposals and revision are attached hereto and incorporated by reference. If there is any conflict between the Contractor's proposals and this Agreement, this Agreement shall take precedence.
2. The services shall be performed at **all areas of the State where State-supported intercity passenger rail service and connecting motorcoach service is available.**
3. This Agreement shall begin on **October 1, 2004**, contingent upon approval by the State, and expire on **September 30, 2006**, unless extended by amendment.
4. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor:
Section/Unit: Division of Rail, MS 74	Section/Unit:
Contract Manager:	Project Manager:
Address: P.O. Box 942874	Address:
Sacramento, CA 95814	
Phone:	Phone:
Fax:	Fax:

5. Detailed description of work to be performed and duties of all parties:
 - A. **Advertising** - The Contractor will perform the following activities to promote ridership on State-supported Amtrak services:
 1. Work with Department staff and Amtrak as a team to develop strategies to promote and enhance ridership on Amtrak's Pacific Surfliner and San Joaquin trains through an overall marketing plan for these services.
 2. Plan, develop, create, produce and implement advertising programs designed to increase awareness, ridership and revenue of rail and connecting Amtrak Thruway motorcoach services.

EXHIBIT A
Standard Agreement

3. Work with Joint Powers Agencies established pursuant to Senate Bill 457 (1996), Chapter 263, Statutes of 1996, as required.
4. Provide assistance on long range marketing plans and specialized programs as requested. The agency will interact with Department staff and other marketing contractors to provide integration of advertising plans.
5. Assist the Department in overall marketing analysis, strategy development and positioning of the State-supported rail passenger service.
6. Develop media plans and purchase media which may include (but is not limited to) television, radio, print, outdoor and direct mail.
7. Develop and coordinate promotions in conjunction with media buys.
8. Create, produce and place advertising.
9. Plan and execute joint advertising and promotional campaigns with outside agencies.
10. Analyze proposed expenditures of non-contract advertising resources.

B. Public Relations Activities – The Contractor will perform the following activities to promote ridership on State-supported Amtrak services:

1. Work with Department staff and Amtrak as a team to develop strategies to promote and enhance ridership on Amtrak's Pacific Surfliner and San Joaquin trains through an overall marketing plan for these services.
2. Develop and conduct promotional programs designed to increase awareness and ridership of rail and connecting motorcoach services. The Contractor shall organize and direct special events such as press conferences, station dedications, and service inauguration celebrations.
3. Write and distribute news releases to the media. Maintain publicity/media lists and other specialized lists, and handle large mailings.
4. Write, produce and distribute informational literature to inform the public of rail services in California, including brochures.
5. Write, produce and distribute 40,000 copies of each edition of the Rail Program's quarterly newsletter, "Making Tracks". "Making Tracks" is distributed at Amtrak stations throughout California and mailed to a list of interested parties.

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6. Survey California fairs, expositions and travel fair/trade shows and create a roster of potential outreach events in which the Division of Rail could participate. Make recommendations to the Division of Rail staff about the best allocation of resources among the events.
7. Design and develop displays for use at fairs, special events, etc. to keep the public informed of new rail service and the advantages of rail travel. Write, design and produce packets of leave-behind materials.

C. Rail Safety Activities – The Contractor will be responsible for implementation of a statewide Rail Safety Awareness Program designed to increase awareness of rail safety issues among students and the general public. The Contractor will perform the following activities to promote rail safety in California:

1. Coordinate a major Rail Safety Awareness event each year in conjunction with Operation Lifesaver Day and Safety Awareness Week. These events are usually held in May.
2. Coordinate rail safety awareness outreach programs at schools along State-supported rail corridors.
3. Duplicate and distribute safety videos, as well as produce and/or distribute collateral rail safety materials deemed necessary for the program
4. Design and develop rail safety display materials for use at schools, fairs and special events.
5. Perform ongoing press/media relations and accident response, as needed. Accident response will be conducted in close coordination with Amtrak's Emergency Response Team. **Amtrak will take the lead in all accident response situations.**
6. Submit rail safety material to major media which may include video (VCR's and PSA's), safety stories, photos, and interviews.
7. Develop cooperative rail safety advertising and sponsorships.

D. Proposed New Services/Events

In addition to the activities listed above for the two (2) intercity services, the Contractor will work with the Department and Amtrak to develop advertising and/or public relations campaigns to introduce and promote the following new services anticipated to take place during the contract period:

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Pacific Surfliner

- Twelfth and thirteenth roundtrip trains between San Diego and Los Angeles, plus two (2) additional roundtrips from Los Angeles to Santa Barbara and one (1) additional roundtrip from Santa Barbara to San Luis Obispo.

San Joaquin

- New station facilities at Stockton, Fresno and Madera.
- Third roundtrip from Sacramento to Bakersfield (seventh roundtrip on route).

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
Division of Rail, MS 74
Attention: **Contract Manager's Name**
P.O. Box 942874
Sacramento, CA 95814

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

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3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rates

- A. Rates for these services may be found on **Attachment 1** of this document.
- B. If the Contractor has not entered into an Agreement with a Federal Agency and therefore is not bound by that Federal Agency's negotiated rates, the basis for determining overhead and indirect costs shall be based upon the cost principles as outlined in **Section 6**.

5. Allowable Costs and Payments

- A. The method of payment for this Agreement will be based on actual costs plus a fixed fee. The State will reimburse the Contractor for actual costs (including labor costs, employee benefits, travel, overhead and other direct costs) incurred by the Contractor in performance of the work, exclusive of any fixed fee, not to exceed the amount of \$ (**AMOUNT**). Actual costs shall not exceed the estimated wage rates and other estimated costs set forth in the Contractor's cost proposal without prior written agreement between the State and the Contractor.
- B. In addition to the actual costs, the State will pay the Contractor a fixed fee of \$ (**AMOUNT**). The fixed fee is nonadjustable for the term of the Agreement except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.
- C. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current State Department of Personnel Administration rules.
- D. Progress payments will be made monthly in arrears based on services provided and actual costs incurred. Not less than 10 percent of the Agreement amount shall be withheld pending final completion of the Agreement, **excluding media cost and media commission**. The retention amount will be paid to the Contractor after the State has evaluated the Contractor's performance and made a determination that all Agreement requirements have been satisfactorily fulfilled.
- E. The Contractor shall not commence performance of work or services until this Agreement has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.

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- F. The total amount payable by the State, including the fixed fee, shall not exceed **\$5,000,000.00**.

6. Cost Principles

- A. The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowable individual items of cost.
- B. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

8. Materials/Supplies

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to the Department.

9. Equipment Purchase (By Contractor)

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- A. Prior authorization in writing by the Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the State on request by the State.
- D. At the conclusion of the Agreement or if the Agreement is terminated, the Contractor may either keep the equipment and credit the State in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the State and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.
- E. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

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SPECIAL TERMS AND CONDITIONS

1. The **Contractor's Certification Clause, CCC 304** is attached hereto, **Attachment 2** and made a part of this Agreement.

2. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Office file, and the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.

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- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

5. Contractor's Reports and/or Meetings

- A. The Contractor shall submit progress reports at least once a month to allow the Contract Manager to determine if the Contractor is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. The Contractor shall meet with the Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, the Contractor shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Contract shall contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of the Contractor exceed \$5,000.

6. Publication

- A. The Contractor shall not copyright the materials/written products developed and funded from this Agreement.
- B. The materials/written products funded from this agreement shall become the property of the State, and all publication use rights are reserved to the State.

7. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.

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- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

8. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)

- A. The Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this Agreement **less gross media costs**, and are identified on the **STD. 840 DVBE Participation Goals and Verification attached** to and made a part hereof.
- B. The following goals are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended **for non-media purposes**.*

\$_____ (3%) of work for DVBE(s)

*If this Agreement is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change.

- C. Substitutions of DVBEs. Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been preapproved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- D. At a minimum, the Contractor's substitution request must include:
1. a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE subcontractor is proposed for use;
 2. the Contractor must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
 3. a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

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- E. **Prior** to the approval of the prime Contractor's substitution request, the **contract manager** must give written notice to subcontractor being substituted by the prime Contractor. A copy of the notice sent by the contract manager must be sent to the Contracts office. The notice must:
1. give the reason the prime Contractor is requesting substitution of the listed subcontractor;
 2. give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the contract manager;
 3. notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
 4. the notice shall be served by certified or registered mail to the last known address of the listed subcontractor.
- F. If written objections are filed by the listed Contractor, the Contract's Office, will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the prime Contractor's request for substitution.
- G. Caltrans may consent to the substitution of another subcontractor in any of the following situations:
1. When the subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the prime Contractor.
 2. When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
 3. When the listed subcontractor fails or refuses to perform his or her subcontract.
 4. When the listed subcontractor fails or refuses to meet the bond requirements, if any of the prime Contractor.
 5. When the prime Contractor demonstrates to the Department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 6. When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 7. When the Department or the Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the subcontractor is substantially delaying or disrupting the progress of the work.

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- H. The request for substitution and the state's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq. Of the Public Contract Code) or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due the state.
- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- J. The Contractor shall maintain records of all subcontracts entered into with DVBE subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the State's Contract Manager.

9. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

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10. Prohibition From Bidding

This Agreement is subject to the provisions of Section 10365.5 of the Public Contract Code which states: "No contractor who has been awarded a consulting services Agreement may submit a bid for, nor be awarded a Agreement for, the provision of services, goods and supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services Agreement."

11. Consultant Contractor's Rights and Obligations

The Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service Contractor are applicable to this Agreement.

12. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

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13. Enterprise Zone Act (EZA)

- A. This portion of the Agreement applies only to Contractors who are certified and participating in the EZA Preference Program (established by Government Code Section 7070, et seq., and all attendant rules and regulations, (Title 2, California Administrative Code, Section 1896.30, et seq.), and performing work in a designated enterprise zone.
- B. Contractor or vendor agrees that the state contracting agency, or its delegacy, will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor or vendor agrees to provide the state contracting agency or its delegacy with any relevant information requested and shall permit the state contracting agency or its delegacy access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the Agreement.
- C. Contractor or vendor agrees with respect to a certification to hire persons living in a high density unemployment area or enterprise zone qualified employees, to:
 - 1. Act in good faith for the purpose of maintaining such persons as employees for the duration of the Agreement performance; and
 - 2. Make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons living in a high density unemployment area or enterprise zone qualified employees; and
 - 3. Promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. The Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the California Trade and Commerce Agency (CTCA) with respect to replacement of such persons.

14. Target Area Contract Preference Act (TACPA)

- A. This portion of the Agreement applies only to Contractors who are certified and participating in the TACPA Preference Program established by Government Code Section 4530, et seq., and all attendant rules and regulations (Title 2, California Administrative Code, Section 1896.30, et seq.), when performing work

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at a work site location in a qualified distressed area or when employing persons in accordance with Government Code Section 4533.1.

- B. Contractor or vendor agrees that the state contracting agency, or its delegacy, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the Agreement or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the Agreement.
- C. Contractor or vendor agrees with respect to a certification to hire persons with high risk of unemployment, to:
 - 1. Act in good faith for the purpose of maintaining such persons as employees for the duration of the Agreement performance; and
 - 2. Make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and
 - 3. Promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate reasons for the termination or absence. The Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons.

15. Local Agency Military Base Recovery Area Act (LAMBRA)

- A. This portion of the Agreement applies only to Contractors who are certified and participating in the LAMBRA Preference Program (established by Government Code Section 7118, et seq., and all attendant rules and regulations (Title 2, California Code of Regulations, Section 1896, 100 et seq.
- B. Contractor or vendor agrees that the state contracting agency, or its delegacy, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the Agreement or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after final payment under the Agreement.
- C. Contractor or vendor agrees with respect to a certification to hire persons living within a Local Agency Military Base Recovery Area during the period of Contractor performance and to:

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1. Act in good faith for the purpose of maintaining such persons as employees for the duration of the Agreement performance; and
2. Make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons living within the area; and
3. Promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. The Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the California Trade and Commerce Agency with respect to replacement of such persons.

16. Union Organizing

- A. Contractor, by signing this Agreement, hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement.
- B. Contractor will not assist, promote, deter union organizing by employees performing work on a State service Agreement, including a public works Agreement. No State funds received under this Agreement will be used to assist, promote, or deter union organizing.
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meeting is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- D. If Contractor incurs costs or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs and that Contractor shall provide those records to the Attorney General upon request.

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ADDITIONAL PROVISIONS

1. OWNERSHIP OF WORK PRODUCT AND RIGHTS

- A. OWNERSHIP OF WORK PRODUCT: All Work Product derived by the Work performed by the Consultant, or by any of the Consultant's employees under this Agreement, shall be owned by the Department and shall be considered works made for hire by the Consultant for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2004 would contain the copyright designation © 2004 California Department of Transportation.

- B. VESTING OF COPYRIGHT RIGHTS: Consultant agrees to assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assignees, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant from the Department. From time to time upon the Department's request, the Consultant and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

2. PROPRIETARY PROPERTY

For the purposes of this section (Proprietary Property) of **Exhibit E** of Agreement Number **75A0212** (herein after referred to as "this Agreement") the following definitions shall apply:

Work: as delineated in **Attachment 3** of the Agreement.

Work Product: As defined as Deliverable in **Attachment 3** of the Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.